

Attachment B

Changes to “Part 5 – Water Advisory Committee” pursuant to agreements reached to date by WAC and Agency pertaining to Governance Issues – including some clarifying language from Counsel Steve Shupe re. relationship of WAC and TAC. (JONWRM, 07/24/03)

PART 5 - WATER ADVISORY COMMITTEE

5.1 Purpose

(a) There is hereby created the Water Advisory Committee and the Technical Advisory Committee.

(b) The purpose of the Water Advisory Committee is to review all proposals set forth by the Agency which involve a significant capital outlay for the Transmission System or any other project which would significantly change the level of service or add significantly to the operations and maintenance expense of the Transmission System or other expense to be borne by the water contractors. The purpose of the Technical Advisory Committee is to advise the Water Advisory Committee on engineering and other technical matters.

5.2 Powers

Except as provided herein to the contrary, the power of the Water Advisory Committee is limited to that of collective spoke person for the water contractors and shall be advisory only in nature. Nothing shall preclude a water contractor from setting forth a view contrary to that of the majority of the Water Advisory Committee. No action of the Water Advisory Committee limits or impairs any right or power of any water contractor. The Technical Advisory Committee shall have no powers other than the power to make recommendations to the Water Advisory Committee on engineering and other technical matters.

5.3 Composition

(a) The Water Advisory Committee shall be composed of one designated representative selected by each water contractor, who shall be an elected member of and appointed by the governing board of the water contractor ~~and shall be assisted by a Technical Advisory Committee comprised of one non-elected representative selected by each water contractor.~~ The Water Advisory Committee shall generally meet quarterly as it determines necessary, which shall include at least one meeting per calendar year with a liaison from the Board of Directors of the Agency who is a member of and appointed by said Board. Each water contractor's representative will be allocated a weighted vote proportional to the average day any month water delivery limit set forth in section 3.1(a) applicable to such water contractor. An affirmative vote of said

Committee shall **be recorded and** require both of the following: (1) the affirmative vote of more than fifty percent (50%) of the total weighted votes as defined above; and (2) the affirmative vote of at least five (5) representatives. If the Water Advisory Committee does not affirmatively vote to approve any matter before it for a decision, then the matter shall be deemed not approved. The General Manager of the Marin Municipal Water District, or his or her designated representative, may attend and participate, debate, express opinions and present information at meetings of the Water Advisory Committee but shall not have a vote.

(b) The Technical Advisory Committee shall be composed of one non-elected representative selected by each water contractor. The Technical Advisory Committee shall generally meet monthly as it determines necessary. Each water contractor's representative will be allocated a weighted vote proportional to the average day any month water delivery limit set forth in section 3.1(a) applicable to such water contractor. An affirmative vote of said Committee shall require both of the following: (1) the affirmative vote of more than fifty percent (50%) of the total weighted votes as defined above; and (2) the affirmative vote of at least five (5) representatives.

(c) The Water Advisory Committee shall create a standing Water Conservation Subcommittee. The Water Conservation Subcommittee shall make recommendations to the Water Advisory Committee with respect to any determination of the Water Advisory Committee contemplated under Section 1.12 or Section 2.5 of this agreement, and shall perform other such duties with respect to Water Conservation Projects as may be requested by the Water Advisory Committee. The Water Advisory Committee may create such other and further standing or ad hoc subcommittees, as the Water Advisory Committee shall deem reasonably necessary to assist the Water Advisory Committee in its duties under this agreement.

(d) Annually, on a date selected by the Water Advisory Committee, the Committee shall elect one of its members to serve as chairperson for the ensuing fiscal year. The chairperson may serve any number of consecutive years provided that an election is held each year. Furthermore, the chairperson can be removed and replaced at any meeting called by five Committee members provided all Committee members are notified in writing a minimum of five working days prior to the meeting. Voting for chairperson shall be as provided in subsection (a) of this section.

(e) Commencing with the first fiscal year following the effective date of this agreement, the Agency shall include in its operating budget the amount of \$30,000 which the Agency shall expend as the Water Advisory Committee directs for purposes associated with the orderly implementation and operation of the provisions of this agreement and other associated purposes deemed appropriate by the Committee. The annual amount may be fixed at a higher or lower amount in subsequent fiscal years as determined by vote of the Committee pursuant to subsection (a) of this section. The Water Advisory Committee shall decide which, if any, consultant or consultants, firm or firms shall be hired to carry out this work.

Changes to Part 5 if MMWD and Windsor are added as signers to the agreement:

Section 5.3 (a), Sentence 4: Change “five (5)” to “six (6)” if either MMWD or Windsor or both become signers.

Section 5.3 (a): Strike last sentence of this subsection.